

MEMORANDUM

To: Board of Regents
From: Board Office
Subject: Approval of Contract for Labor Relations Services for Regent Institutions
Date: June 5, 2000

Recommended Action:

Approval of the biennial agreement between the Board of Regents, State of Iowa (Board) and Joseph E. Flynn (Contractor) for services as legal counsel for purposes of collective bargaining. (Attachment)

Executive Summary:

The contract with Mr. Flynn provides for his services as chief negotiator for the Board in bargaining with the certified exclusive bargaining representatives of employee groups at Regent institutions and for such other labor relations services as may be required by the Board. The two-year agreement provides a fee for Mr. Flynn's services at the rate of \$125 per hour for all time expended in reference to his duties for the Board during the first year and \$130 per hour during the second year of the agreement. Compared to his present hourly rate of \$120, this is an increase of 4.17% for the first year and 4.00% for the second year. The proposed agreement is for the period July 1, 2000, through June 30, 2002, or until obligations are fulfilled.

Background:

The proposed agreement provides the labor relations services that are required by the Board in the exercise of its responsibilities under the Public Employment Relations Act and Iowa Code Chapter 262. These services include serving as chief negotiator for the Board in negotiations with the certified exclusive bargaining representatives of faculty at the University of Northern Iowa, the graduate assistants at the University of Iowa, and the tertiary health care unit at the University of Iowa Hospitals and Clinics.

The Board has delegated certain collective bargaining responsibilities to the Executive Director. These responsibilities are carried out in close consultation with the President of

the Board and with the institutional heads. Negotiations are done within the fiscal guidelines provided by the Governor.

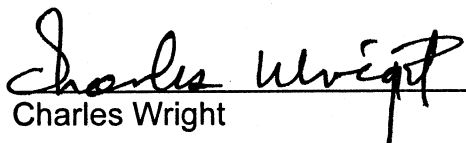
The cost of the services provided under this agreement will be paid by the institutions involved. Presidents Koob and Coleman will have been consulted with respect to this recommendation before the Board meeting.

Mr. Flynn is a partner in the Mendota Heights, Minnesota law firm of Knutson, Flynn, Deans, and Olsen. He has thirty-four years of legal experience in labor relations.

Analysis:

Iowa Code §262.9(15) provides that the Board may retain counsel for purposes of carrying out collective bargaining responsibilities. Mr. Flynn has provided those services for the Board for the past twenty-two years. The Board has been well satisfied with Mr. Flynn's services. The Board's current agreement (1998-2000) with Mr. Flynn provides for increases in his hourly rate of 2.6% each year. Considering cost increases during the past biennium and the anticipated increases in costs for the coming biennium, the increases in hourly rate of 4.17% in 2000-2001 and 4.00% in 2001-2002 are considered appropriate.

Approval of the contract is recommended.


Charles Wright

Approved: 
Frank J. Stork

AGREEMENT

This AGREEMENT is entered into pursuant to the laws of the State of Iowa between Board of Regents, State of Iowa (hereinafter referred to as the Board), for the benefit of the Regent Institutions and Joseph E. Flynn of Mendota Heights, Minnesota (hereinafter referred to as Contractor) as follows:

1. Board is empowered to procure from time to time certain specified professional services, the same to be procured through contract with qualified consultants, and does hereby agree to retain said Contractor (as an independent Contractor and not as an employee) for the following purposes:
 - a. To serve as chief negotiator, and in other related capacities, for the Board in negotiations between it and the certified exclusive bargaining representative of the UNI faculty, the SUI graduate assistants, and the SUI tertiary health care unit and for such other labor relations services as may be assigned by the Executive Director of the Board and the President of UNI or SUI jointly or as may be assigned by the Board.
 - b. To provide such other labor relations services as may be assigned by the Executive Director of the Board, on behalf of and for the benefit of other educational institutions governed by the Board.
2. Said Contractor shall serve under the direction of the Board. Contractor shall undertake some or all of the following duties: research and preparation for representing the Board in negotiations with the exclusive representative of the UNI faculty, the SUI graduate assistants, and the SUI-UIHC tertiary health care unit and other Regent Institutions as required by the Board and its Executive Director as prescribed by Iowa law, including negotiations, mediation, and/or fact finding, and/or arbitration; and consultation with other attorneys or representation of the Board in prohibited practice complaints, arbitration cases, court cases or other matters before the Public Employment Relations Board relating to collective bargaining. Said duties shall also require said Contractor to report to and consult with such officials of Regent institutions, the Executive Director of the Board and such government officials as are necessary from time to time.

3. In consideration for all services performed for Regent institutions by said Contractor pursuant to this contract, the Board agrees to pay said Contractor at the rate of \$125 per hour for all time expended in reference to said duties from July 1, 2000, through June 30, 2001, and \$130 from July 1, 2001 to June 30, 2002. In addition thereto, the Board shall reimburse Contractor for travel and subsistence expenses actually and necessarily incurred by Contractor in performance of duties as prescribed herein. Payment shall be made by the Board to Contractor after presentation of invoices for services performed and verification of such services by the Board Office upon periodic billings submitted in a form prescribed by the Board. In reference to assigned services at other institutions governed by the Board, billing shall be made as directed by the Executive Director of the Board.
4. This Agreement shall be effective July 1, 2000, and shall remain in effect either until obligations set forth in this contract have been satisfactorily fulfilled as determined by the Executive Director and/or the Board or until June 30, 2002, whichever is later.
5. Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the Board.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

BOARD OF REGENTS, STATE OF IOWA

UNIVERSITY OF NORTHERN IOWA

Executive Director

President

Date: _____

Date: _____

UNIVERSITY OF IOWA

CONTRACTOR

President

Joseph E. Flynn

Date: _____

Date: _____